

**ATTACHMENT A**

**MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
REGULAR PROCUREMENT CONTRACT**

**[Insert Contract Name and No.]**

**THIS CONTRACT** (the "Contract") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT** ("Department" or "DHCD"), a principal department of the STATE OF MARYLAND ("State"), and \_\_\_\_\_ ("Contractor") whose address in this State is \_\_\_\_\_ and whose principal address is \_\_\_\_\_.

**WHEREAS**, the Department published [Invitation for Bids] [Request for Proposals] No. \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_ soliciting offers for furnishing [insert short description] services; and

**WHEREAS**, Contractor submitted a bid to the Department on \_\_\_\_\_; and

**WHEREAS**, the Department wishes to enter in this Contract with Contractor pursuant to which the Department will purchase and Contractor will furnish the services described below;

**NOW THEREFORE WITNESSETH** that for and in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

**1. Exhibits and Order of Precedence.**

The following Exhibits listed below are incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, this Contract and its amendments shall take precedence over the Exhibits, and any inconsistency among the Exhibits shall be resolved in the order in which they are listed below:

Exhibit A. [Invitation for Bids] [Request for Proposals] No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, as amended by Addenda \_\_\_\_ through \_\_\_\_ ([“IFB”] [“RFP”]);

Exhibit B. Contractor's [Bid] [Proposal] dated \_\_\_\_\_, 20\_\_\_\_, including all attachments thereto; and

Exhibit C. Contract Affidavit dated \_\_\_\_\_, 20\_\_\_\_.

**2. Definitions.**

In this Contract, the following words have the meanings indicated:

- 2.1. "Contract" means this Contract for \_\_\_\_\_.
- 2.2. "Contractor" means \_\_\_\_\_.
- 2.3. "Contract Manager" means the individual identified in section \_\_\_\_ of the [IFB] [RFP] or a successor designated by the Department.
- 2.4. "Department" means the Maryland Department of Housing and Community Development.
- 2.5. "Financial Proposal" means the Contractor's Best and Final Financial Offer dated\_\_\_\_\_, 2008, incorporating the Contractor's first Best and Final Offer dated\_\_\_\_\_, 2008.
- 2.6. "Procurement Officer" means the individual identified in section \_\_\_\_ of the [IFB] [RFP] or a successor designated by the Department.
- 2.7. ["RFP"] ["IFB] means the [Request for Proposals] [Invitation for Bids] for \_\_\_\_\_.
- 2.8. "State" means the State of Maryland.

3. **Scope of Work.**

- 3.1. The services to be provided by the Contractor consist of the [insert brief description] services described in Section \_\_\_\_ of the [IFB] [RFP].
- 3.2. The Department shall have the unilateral right to order in writing changes in the work within the scope of the Contract.
- 3.3. The Contractor shall perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar to the services hereunder. Notwithstanding any review, approval, acceptance or payment for the services by the Department, the Contractor shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Contractor under this Contract.

4. **Compensation and Method of Payment.**

- 4.1. **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed \$\_\_\_\_\_, which shall be payable as follows:  
\_\_\_\_\_  
\_\_\_\_\_.

4.2. **Method of Payment; Payment of State Obligations.**

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

4.3. **Contractor's Tax Identification Number.**

The Contractor's Federal Tax Identification Number is \_\_\_\_\_.  
The Contractor's Social Security Number is \_\_\_\_\_ (individual and sole proprietor contractor only).

4.4. **Certification of Corporate Registration and Tax Payment.** The Contractor shall execute a Certification of Corporate Registration and Tax Payment.

4.5. **Invoices.**

All invoices shall be submitted to the Contract Manager: \_\_\_\_\_, Maryland Department of Housing & Community Development, 100 Community Place, Crownsville, MD 21032-2023. The Contractor agrees to include on the face of all invoices billed to the Department, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organization.

4.6. **Type of Contract.**

This Contract shall be a \_\_\_\_\_ contract as defined in COMAR 21.06.03.

5. **Term.**

5.1. The term of this Contract shall begin after all appropriate State and Department approvals have been obtained and the Contract has been executed by both parties, and will terminate on \_\_\_\_\_, 20\_\_\_\_, unless earlier terminated pursuant to section 6 hereof [or unless the Department exercises its option to renew the contract for a further period].

5.2. **Renewal.**

[The State may renew this Contract beyond its initial \_\_\_\_\_ year period for a maximum of \_\_\_\_\_ [\_\_-year] periods at the same terms and conditions, by giving the Contractor reasonable written notice of the Department's intent to renew for each additional one year period prior to the end of the then current period. The exercise of this right to renew is a unilateral option of the Department which the Department may or may not exercise each year in its sole subjective discretion.]

6. **Termination.**

6.1. **Termination for Nonappropriation.**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

6.2. **Termination for Default.**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

6.3. **Termination for Convenience.**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

7. **Modifications.**

All amendments to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law. No amendment to this Contract shall be binding unless in writing and signed by both the parties.

8. **Non-Hiring of Officials and Employees.**

No official or employee of the State of Maryland, as defined under State Government Article Section 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

9. **Disputes.**

This Contract shall be subject to the provisions of the State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

10. **Maryland Law Prevails.**

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

11. **Nondiscrimination in Employment.**

The Contractor agrees:

A. Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability;

B. To include a provision similar to that contained in subsection A, above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and

C. To post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

12. **Contingent Fee Prohibition.**

The Contractor, architect or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect or engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a

bona fide employee or agent, any fee or other consideration contingent on the making of this Contract.

13. **Delays and Extensions of Time.**

13.1. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

13.2. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

14. **Suspension of Work.**

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as she may determine to be appropriate for the convenience of the State.

15. **Pre-existing Regulations.**

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in COMAR Title 21 in effect on the date of execution of this Contract are applicable to this Contract.

16. **Financial Disclosure.**

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

17. **Political Contribution Disclosure.**

The Contractor shall comply with Election Law Article Sections 14-101 through 14-108 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500

made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

18. **Retention of Records.**

The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.

19. **Compliance with Laws.**

The Contractor hereby represents and warrants that:

A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract;

D. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

20. **Cost and Price Certification.**

A. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete and current as of the date of its bid or offer for: (1) a negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the Procurement Officer; or (2) a change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the Procurement Officer.

B. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

21. **Commercial Nondiscrimination.**

21.1. As a condition of entering into this Contract, the Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, the Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The Contractor shall include this clause in all sub-contracts.

21.2. As a condition of entering into this Contract, upon the request of the Maryland Commission on Human Relations, and only after the filing of a complaint against the Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, the Contractor agrees to provide to the State within 60 days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by the Contractor on each subcontract or supply contract. The Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, to provide any documents relevant to any investigation that is requested by the State. The Contractor understands and agrees that violation of this clause shall be considered a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

22. **Living Wage.**

22.1. A State contract for services valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland.

22.2. This contract has been deemed to be a Tier \_\_\_\_ Contract.

22.3. Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area. If the Contractor is an out-of-state contractor, this Contract is deemed to be a Tier 1 Contract.



22.4. The Contractor shall comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland, including the submission of payroll reports to the Commissioner of Labor and Industry and the posting in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

22.5. The Contractor shall make any subcontractor on this Contract aware of the Living Wage law requirements.

23. **Prompt Payment of Subcontractors.**

23.1. If Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

- A. Not process further payments to the Contractor until payment to the subcontractor is verified;
- B. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
- C. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- D. Place a payment for an undisputed amount in an interest-bearing escrow account; or
- E. Take other or further actions as appropriate to resolve the withheld payment.

23.2. An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

23.3. An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this policy directive, may not:

- A. Affect the rights of the contracting parties under any other provision of law;
- B. Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
- C. Result in liability against or prejudice the rights of the Department.

23.4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

23.5. To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:

A. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.

B. This verification may include, as appropriate:

- (1) Inspecting any relevant records of the Contractor;
- (2) Inspecting the jobsite; and
- (3) Interviewing subcontractors and workers.
- (4) Verification shall include a review of:
  - (a) The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
  - (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.

C. If the Department determines that the Contractor is in noncompliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action.

(1) Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

D. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:

- (1) Terminate the contract;
- (2) Refer the matter to the Office of the Attorney General for appropriate action; or
- (3) Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.

E. Upon completion of the contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

## 24. **Remedies.**

24.1. **Correction of errors, defects, and omissions.**

The Contractor agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to the Department. The acceptance of the work set forth herein by the Department shall not relieve the Contractor of the responsibility for subsequent corrections of such errors.

24.2. **Set off.**

The Department may deduct from and set off against any amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by the Department, its agents, employees or recipients of its services, by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.

25. **Confidentiality; Dissemination of Information.**

During the term of this Contract, the Contractor shall not release any information related to the services or performance of the services under this Contract, nor publish any final reports or documents without the prior written approval of the Department.

The Contractor shall indemnify and hold harmless the State and the Department, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by the Contractor, its agents or employees.

26. **Ownership of Documents and Materials; Intellectual Property.**

The Contractor agrees that all documents and materials including but not limited to reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Contractor under the terms of this Contract shall be at any time during the performance of the services made available to the Department upon request by the Department and shall become and remain the exclusive property of the Department upon termination or completion of the services. The Department shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract. The Department shall be the owner for the purposes of copyright, patent or trademark registration.

If the Contractor obtains or uses for purposes of this Contract, or subcontracts for any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to the Department of ownership for purposes of copyright, patent or trademark and of all rights to possess and to use such design, device, material or process, and a copy of a legally sufficient agreement with the patentee or owner.

The Contractor shall indemnify and save harmless the State and the Department from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless the State, its officers, agents, and employees with respect to any claim, action, costs or infringement, or for royalties or user fees arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Contract.

27. **Contractor Responsibilities.**

The Contractor shall assume sole responsibility for all work to be performed under this Contract and will be the sole point of contact for the Department with regard to contractual matters.

28. **Subcontracting or Assignment.**

The benefits and obligations hereunder shall inure to the benefit of and be binding upon the parties hereto and neither this Contract nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the Department, who reserves the right to withhold such consent for any reason the Department or the State deems appropriate.

29. **Indemnification.**

29.1. The Department shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Contract.

29.2. The Contractor shall indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims or any character arising from or relating to the performance of the Contractor or its subcontractors in breach of any provision of this Contract.

29.3. The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the Department in the defense or investigation of any claim, suit, or action made or filed against the State or Department as a result of or relating to the Contractor's performance under this Contract.

30. **Responsibility for Claims and Liability.**

The Contractor shall be responsible for all damages to life and property due to its activities or those of its agents or employees, in connection with the services required under this Contract. Further, it is expressly understood that the Contractor shall indemnify and save harmless the Department, its officers, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every manner and description, including

attorney's fees, arising out of or resulting from the negligent performance of the services of the Contractor under this Contract, except for claims, suits, judgments, expenses, actions, damages and costs arising from acts that are solely attributable to the Department, its officers, agents or employees.

31. **Bankruptcy.**

Upon filing for any bankruptcy proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the Department immediately. Upon learning of the actions herein identified, the Department reserves the right at its sole discretion either to cancel the Contract or to affirm the Contract and hold the Contractor responsible for damages. The exercise of this right is in addition to any other rights the State may have as provided in this Contract or by law.

32. **Waiver.**

No waiver of a right or remedy of a party shall constitute a waiver of another right or remedy of that party.

33. **Severability.**

If a court of competent jurisdiction renders any provision or portion of a provision of this Contract invalid or otherwise unenforceable, that provision or portion of a provision will be severed, and the remainder of this Contract will continue in full force and effect as if the invalid provision or portion of a provision were not part of this Contract.

34. **Headings and Section References; Construction.**

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or as a limitation of the scope of the particular section to which the heading refers.

35. **Integration; Parol Evidence.**

This Contract, including all exhibits and other documents incorporated by reference, constitutes the entire agreement of the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this agreement.

36. **Notices.**

Notices required under this Contract to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by postage prepaid U.S. certified mail, return receipt requested (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL):

A. If to the Department:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Maryland Department of Housing and Community Development

100 Community Place

Crownsville, MD 21032-2023

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Fax: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

B. If to the Contractor:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Fax: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

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**WITNESS** the signatures of the parties hereto and the dates thereof:

Maryland Department of Housing and  
Community Development

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
Clarence J. Snuggs  
Deputy Secretary

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to legal form and sufficiency  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Assistant Attorney General

(Revised 03/2009)